



New CBAs Take Effect!

Since the last issue of LER Connections, on July 1, the new collective bargaining agreements with MCGEO and the FOP, as well as the revisions to the IAFF agreement, have taken effect. OHR/Labor and the three Unions have been updating and finalizing the three contracts. Included in the implementation of the CBAs are a number of joint activities, which are now being staffed and implemented. For the County and MCGEO, these include joint committees and initiatives around healthcare, benefits, telework/alternative work schedules, sick leave bank, joint health and safety coordinators, leave issues and others, as well as a newly-reconstituted county-wide Labor Management Relations Committee (LMRC). The County and MCGEO are currently appointing their representatives to these committees and scheduling meetings. It all adds up to a very busy fall season. Watch out for updates on these efforts in future newsletters.

Did you know...

In FY 2012 MCGEO filed 75 grievances.

- **57% of those grievances were settled or withdrawn**
- **23% of the grievances were filed after a termination, dismissal or disciplinary action**

Light Duty

The 2012-2015 County-MCGEO CBA changed certain provisions in the light duty process. The goal with these changes is to facilitate the return to full-duty capacity employees who were temporarily injured as quickly and appropriately as possible. Departments are still required to identify and maintain an inventory of light duty tasks and priority access to light duty assignments is still given to employees who have experienced a compensable on-the-job injury. One change is that, once an employee is approved for light duty, the employee must meet with, and be re-certified by, the Employee Medical Examiner (EME) on a monthly basis. The CBA also clarifies that light duty assignments are limited to one instance per injury.

Arbitration & Grievance News

In recent Arbitration decisions:

Since the last LER Connections, we have received three arbitration awards involving MCGEO grievances. All three grievances were denied by the arbitrators.

1. ***Arbitrator upholds County in shift differential case:*** An arbitrator recently denied a MCGEO grievance where the Union alleged a violation of the CBA concerning shift differential. In this case, the employees had worked overtime that extended into the shift differential timeframe. The Union claimed that CBA language referring to shift differential for "each hour worked" meant that an employee did not have to work an entire shift to receive the differential. The County argued that an employee must work an entire shift within the specified hours to be eligible for shift differential. The arbitrator denied the grievance.
2. ***Arbitrator upholds dismissal:*** An arbitrator upheld the dismissal of an employee, for among other things, lying during an internal investigation and for security violations. The Union had argued that the disciplinary action was untimely, not for just cause, not considerate of the employee's prior record, and not substantiated. The arbitrator denied the grievance on all counts.
3. ***Arbitrator denies retroactive compensation for reclassified employee:*** The grievance alleged that a part-time employee who had received an upward reclassification had in fact been promoted and was therefore entitled to a retroactive 10% pay increase and 3.5% service increment due to the reclassification as well as the right to work a full-time schedule and full-time retroactive benefits. The arbitrator denied the grievance in full.

In recent Grievance News:

The new Step 2 grievance process has gone into effect with MCGEO. Step 2 meetings now include a mediation process, facilitated by a federal mediator, with the goal of settling the grievance before the CAO designee conducts fact-finding. The mediation step demonstrates the parties' commitment to trying to resolve disputes as early in the process as possible.

FAQ



Q: What is the difference between a temporary promotion and a reclassification?

A: A reclassification action is a permanent personnel action. A temporary promotion is not. Noncompetitive temporary promotions cannot exceed 12 calendar months, unless otherwise approved by the Merit Systems Protection Board. An employee who is temporarily promoted will be returned to his/her former position at the end of the temporary promotion.

Typically, in reclassifications upward, the duties, responsibilities, complexities, authorities, etc., of an encumbered position evolve over time. Normally, employees or management may submit formal written requests for the classification of positions to be reviewed during the month of June. However, due to recent budget restrictions, such requests are not being accepted. Section 10-5 (f) (1) of the Personnel Regulations states that the reclassification of a position to a higher grade is not a promotion. (Note: individual reclassifications continue to be suspended in FY13.)

Employees selected for temporary promotions receive a temporary promotion salary increase. Incumbents of positions that are reclassified upward typically (unless restricted by budget restraints dictated by the County Council or the top-of-grade ceiling) receive a service increment pay increase of 3.5%. (Note: salary increments continue to be suspended in FY13.)

In summary, an employee is temporarily promoted when it is clear that the Employer is assigning the employee on a temporary basis all the duties of a higher level position that is a formal position. It is a reclassification of a position when the Employer is not clear of the classification of the position and the employee is performing duties that evolved over time.

Q: What can I do to prepare for ADR?

A: Although ADR is an “informal” process, department representatives should be well-prepared. Organize your evidence, documents and arguments. Be prepared to explain and justify the level of discipline. Prepare an outline of your arguments. Anticipate the Union’s arguments and address them in your initial presentation. Identify any settlement options that you might consider should the ADR panel recommend them. Consult with your OHR Labor/Employee Relations if you have any questions before your scheduled presentation. Review the OHR/Labor & Employee Relations MANAGEMENT GUIDANCE BULLETIN on the subject of ADR (May 30, 2012), which is available on the Labor/Employee Relations Website.

*If you have a question, please submit to: LERNewsletter@montgomerycountymd.gov

Get to know the Specialist: Lasantha Dahanaike

[Each issue, we will highlight a member of the L/ER Team.]

Lasantha earned his B.S. degree from Winona State University in Winona, Minnesota and his MBA from Metropolitan State University in Saint Paul, Minnesota. He has worked for Montgomery County Government for 12 years, the first eight of which were with the Office of Human Rights. In 2008, Lasantha joined the Office of Human Resources EEO Team and has been with the Labor/Employee Relations Team for the last two years. He currently works with Libraries, Public Information Office/311, Housing and Community Affairs, Environmental Protection and Community use of Public Facilities. He is one of the trainers for the Don’t Let It Happen to You – Workplace Violence class.

What Lasantha likes best about his work – problem-solving and getting parties to “yes” He says, “Every day there are issues to find solutions to.”

Lasantha likes to hike, bike, and travel. He has been to 35 countries and 49 states. He is married with a three-year old daughter.

Words to live by: The middle path is the safe path. German Proverb



LER Connections

Know the Contract

MC GEO Article 1.3 Partnership Agreement

(a) Union and the Employer acknowledge their joint responsibility to foster a more positive labor relations environment based on mutual trust, respect and cooperation, in the hope that this will contribute to the greater success of the County and the establishment of a healthier and more productive workplace. Among the hallmarks of this partnership are open communication and a willingness to engage in good faith bargaining over matters required by law and dialogue over issues of concern to both parties. The key goals of this partnership are the delivery of quality public services to the citizens and employees of Montgomery County, along with enhanced employee compensation, job security and a positive work environment for all.

(b) The following requirements must be met to achieve effective partnership:

- | | |
|--|--|
| 1) system-wide commitment at all levels of the organization; | 5) open and honest collaboration without fear of retribution; |
| 2) open and effective communication; | 6) respect for various points of view; and |
| 3) trust in each other and the process; | 7) training of participants in processes that support collaboration. |
| 4) genuine involvement of stakeholders; | |

Article 1.3 of the MC GEO CBA demonstrates both parties' commitment to work collaboratively and productively. The language reflects the belief that a collaborative and inclusive labor-management relationship is in the public interest in that it can result in better outcomes than an adversarial relationship with constant litigation and conflict. While the language tends to be philosophical and does not identify specific actions that must be taken, it is contract language and can be grieved if it is not followed.

In order to adhere to the letter and spirit of this language, departments should maintain a high level of communication and collaboration with union representatives. Be pro-active in communicating about changes, possible issues or problems, etc. A commitment to a high-performing Labor Management Relations Committee is a specific action that departments can take to ensure that the County's commitment to partnership and collaboration is a reality. Another is joint activities such as jointly-conducted training, e.g., contract training, conflict resolution for supervisors and union reps, etc.

Labor Agreements online: <http://www.montgomerycountymd.gov/ohr/labor/labor.html>

Management Guidance Bulletins: Upcoming Topics

Disciplinary Procedure	Weingarten Rights
Sick Leave	Disability Leave
FMLA	Light Duty

If you would like to see a Management Guidance Bulletin on a specific topic, please send your suggestions to:

LERNewsletter@montgomerycountymd.gov

Save the Date

Training dates have not been set for the LER Course Selection. Please stay tuned!

~Labor & Employee Relations Team~

Labor Relations: Sarah Cook, Lasantha Dahanaïke, George Lacy (Police Labor Manager), Jackie LaRocca, Jeremy Milewski, Stuart Weisberg, Teresa White, Mike Woodruff, Steve Sluchansky (L/ER Manager)

EEO: Angela Washington (EEO Officer), and Patricia Miller

Executive Office Building. Office of Human Resources. 7th Floor. 101 Monroe Street. Rockville MD 20850